

# **HARFORD COUNTY**

## **DIGITAL DATA LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between Harford County, Maryland, a body corporate and politic of the State of Maryland, hereinafter called the "Licensor", and

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hereinafter called the "Licensee."

WHEREAS, the Licensor has been requested to provide or produce the digital data identified in Article II below.

NOW, THEREFORE, the Licensor and the Licensee, for the consideration hereinafter named, covenant and agree as follows:

### **ARTICLE I: TERMS AND DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings indicated:

Compilation Scale - The scale at which the digital data was intended to be output in hard copy format.

Medium - The magnetic or optical storage on or upon which the data is provided.

### **ARTICLE II: DIGITAL DATA PRODUCTS**

The Licensor has provided data to the Licensee on the medium requested and which is identified

On the Digital Data Request Form, which is attached and incorporated by reference herein.

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described property:

### **ARTICLE III: WARRANTY**

**THE LICENSEE ACKNOWLEDGES THAT THE LICENSOR DOES NOT GUARANTEE OR WARRANT THE COMPLETENESS, CURRENTNESS, OR ACCURACY OF THE DATA PROVIDED. THE DATA CONTAINED IN THE GEOGRAPHIC INFORMATION SYSTEM (HEREINAFTER REFERRED TO AS "GIS") IS SUBJECT TO CONSTANT CHANGE AND ITS ACCURACY CANNOT BE GUARANTEED. ALL DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND. ANY USE OF THIS DATA IS DONE AT THE SOLE RISK AND LIABILITY OF THE LICENSEE.**

### **ARTICLE IV: RESPONSIBILITIES OF THE LICENSEE**

1. The Licensee understands and agrees that this data is the sole possession of the Licensor and that all the data shall not be reproduced or reformatted into any commercially marketed products without the Licensor's prior written consent, which shall be at the Licensor's sole discretion.
2. The Licensee understands the provisions of the national Map Accuracy Standards and assumes the responsibility and liability for the use of this data at other than the compilation scale.
3. The Licensee has the right to copy this data for use on multiple machines within its organization or for the purpose of backing up the data, but for no other purposes.
4. The Licensee must inform Licensor in writing of all recipients of products generated with the data within 30 days of the date of generation.
5. The Licensee must submit to an on-site investigation of the use of the data if requested by the Licensor. The Licensee shall not provide transfer or allow access to the data to any party not part of this Data License Agreement.
6. The Licensee is responsible for obtaining updates to the data after notification from the county.
7. Licensee hereby releases Licensor, its agents, consultants, contractors, or employees from any and all claims, actions, or causes of action for damages including, but not limited to, any costs of recovering, reprogramming, or reproducing any programs or data stored in or used with the GIS data, damage to property, damages for personal injury or for any lost profits, lost savings, or other special, incidental or consequential damages arising out of the use or inability to use the GIS data, even if said parties have been advised of the possibility of such damages.
8. Requestor agrees to indemnify and hold harmless Licensor, its agents, consultants, contractors, or employees from any and all liability claims or damages to any person or property arising from or connected with the use of the data contained from the GIS.

### **ARTICLE V: RESPONSIBILITIES OF THE LICENSOR**

Licensor is responsible for providing the data in Arc Coverage, ArcExport, ArcShape, or DXF format as requested by the Licensee.

## ARTICLE VI: GENERAL PROVISIONS

1. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.
2. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
3. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

If to Licensor:

**Bruce P. Johnson  
GIS Coordinator  
220 South Main Street  
Bel Air, MD 21014**

If to Licensee:

**(Include contact name, organization, address)**

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Each party agrees to notify the other of any change of address. Licensee shall comply with all laws, rules and regulations, whether Federal, State, County, or Local, relating to the possession and use of the above described data.

4. It is specifically agreed upon between Licensor and Licensee that the license granted under and pursuant to this Agreement shall be a personal License only and shall not be assignable to the successors or assigns of the Licensee.
5. This Agreement shall be governed by the laws of the State of Maryland and Harford County, Maryland.
6. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

## ARTICLE VII: TERMINATION

This Agreement shall continue in force for a term of five (5) years, with the right of renewal for ( ) \_\_\_\_ ( ) year terms. Written notice of intent to terminate shall be provided to the other party. This Agreement shall absolutely end on the giving of such notice. The notice shall be provided not less than one month to the date specified in such notice for the date of termination.

Approved for release of digital data this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Bruce P. Johnson, GIS Coordinator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

BY:

\_\_\_\_\_

\_\_\_\_\_  
Sign and type name of witness

\_\_\_\_\_

\_\_\_\_\_  
Sign and type name and title of principal

Approved as to Form and  
Legal Sufficiency this  
\_\_\_\_ day of \_\_\_\_\_,  
2003.

\_\_\_\_\_  
Richard G. Herbig, Assistant County Attorney

Approved for Financial Sufficiency  
this \_\_\_\_ day of \_\_\_\_\_,  
2003.

\_\_\_\_\_  
James M. Jewell, Treasurer

ATTEST:

BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
James M. Harkins  
County Executive  
Harford County, Maryland

# ***United States National Map Accuracy Standards***

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.
2. **Vertical accuracy,** as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.
3. **The accuracy of any map may be tested** by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.
4. **Published maps meeting these accuracy requirements** shall note this fact on their legends, as follows: "This map complies with National Map Accuracy Standards."
5. **Published maps whose errors exceed those afore stated** shall omit from their legends all mention of standard accuracy.
6. **When a published map is a considerable enlargement** of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."
7. **To facilitate ready interchange and use of basic information for map construction** among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.

*Issued June 10, 1941*  
*Revised April 26, 1943*  
*Revised June 17, 1947*

U.S. BUREAU OF THE BUDGET